

## NOTICE OF CONSOLIDATION OF THE STRATEGIC WEALTH MANAGEMENT I AND II PROGRAMS

EFFECTIVE MARCH 16, 2024

The Strategic Wealth Management (SWM) I and II programs will be consolidated into a single program effective March 16, 2024 (the "Consolidation Date"). This consolidation will be effective for new and existing clients in the SWM program. By signing up for a SWM I or SWM II account, new clients are agreeing to the amendments to the account agreement as of the Consolidation Date. *The amendments will not impact your arrangement with your advisor regarding who is responsible for paying transaction charges.*

On the Consolidation Date, your agreement will be amended to reflect the consolidation of the SWM I and SWM II programs. Under the consolidated SWM program, new SWM clients will pay transaction charges for the purchase and sale of certain securities in their SWM accounts unless their advisor elects to pay transaction charges on their behalf. *Again, however, the amendments will not impact your arrangement with your advisor regarding who is responsible for paying transaction charges.* If you open a SWM I account, you will remain responsible for paying transaction charges on and after the Consolidation Date. If you open a SWM II account, your advisor will remain responsible for paying transaction charges on and after the Consolidation Date. Being subject to transaction charges results in higher fees and expenses and, as a result, reduces investment returns.

The revised SWM Account Packet can be found on [lpl.com](http://lpl.com) by searching "Account Agreements and Account Packets." If you have any questions about this change, please discuss them with your advisor.

# LPL FINANCIAL LLC (LPL) RELATIONSHIP SUMMARY

Effective March 31, 2022

LPL (referred to as “we” or “us”) is registered with the U.S. Securities and Exchange Commission as a broker-dealer and an investment adviser. We have a network of financial professionals (“Professionals”) who offer brokerage and investment advisory services. Brokerage and investment advisory services, and the fees we charge for them, differ, and it’s important that you understand the differences. This relationship summary will

explain the various services we offer, how we charge for those services, and conflicts of interest that exist when we provide our services. To help you research firms and financial professionals, you can access free and simple tools at [Investor.gov/CRS](https://www.investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.

## What investment services and advice can you provide me?

Our Professionals offer brokerage services, investment advisory services, or both, depending on their licenses. Each Professional generally provides access to a range of investment products, such as stocks, bonds, exchange-traded funds (ETFs), mutual funds, annuities, and alternative investments. Please note that the range of investment options available to you may be limited depending on the licenses your Professional holds or if he or she is located at a financial institution that does not offer certain options. Your Professional or account program may also have specific

requirements, such as account or investment minimums. We encourage you to ask your Professional whether any investment limitations or account requirements apply.

If your Professional offers you both brokerage and advisory services, your Professional will inform you when he or she offers an investment recommendation or advice, and whether the recommendation or advice is part of a brokerage or advisory service. Some of the key differences between brokerage and investment advisory services are described below.

### Brokerage Services

- Brokerage services include taking your orders and executing your securities transactions; making recommendations for you to buy, sell, or hold securities; and holding your securities for safekeeping (known as having “custody” of your securities).
- In most cases, we provide recommendations to you on specific investments, but you make the final investment decisions for your account. We also have a program available through a limited number of financial institutions in which you make investment decisions on your own without any recommendations from us.
- We don’t monitor brokerage account investments for you, unless we state otherwise in writing.
- We may provide brokerage services (but not investment recommendations) to you if your Professional is providing advisory services through a separate investment advisory firm.

### Investment Advisory Services

- Some of the investment advisory services we offer include wrap fee programs and non-wrap fee programs; mutual fund asset allocation programs; advisory programs offered by third-party investment advisory firms; financial planning services; retirement plan consulting; investment research; digital advice programs; and other custom advisory services.
- You’ll typically grant us discretion to buy and sell investments in your account without asking you in advance. You may limit our discretion, such as by imposing reasonable restrictions on investing in certain securities or groups of securities. In other investment advisory accounts, you grant investment discretion to another financial institution.
- Some of our investment advisory accounts are nondiscretionary, which means you are required to preapprove each investment transaction that we recommend.
- We’ll typically monitor accounts, and specific investments within accounts, on an ongoing basis to align with your investment goals. However, in limited-scope consulting or advisory relationships, we won’t provide ongoing monitoring.

**More detailed information** about our advisory services can be found in the [Form ADV for your advisory program](#). Detailed information about our brokerage services can be found at [Brokerage Compensation Information and Related Conflicts of Interest](#). If viewing a paper version of this form, please visit [lpl.com/CRS](http://lpl.com/CRS) for hyperlinks to these documents.

### 🔗 **Questions to ask your Professional:**

- *Given my financial situation, should I choose an investment advisory service? Should I choose a brokerage service? Should I choose both types of services? Why or why not?*
- *How will you choose investments to recommend to me?*
- *What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean?*

## What fees will I pay?

Investing is an individual journey, and we want to provide you with options. Below we outline the fees you could be charged for both brokerage and advisory accounts depending on your investment

choices. Fee Schedules for our brokerage and advisory programs can be found [lpl.com](http://lpl.com).

### **Fees Associated with Brokerage Services**

- For brokerage services, we charge a transaction-based fee (sometimes referred to as a commission) every time you buy or sell an investment. The amount you pay as a transaction-based fee varies according to the particular investment and amount invested. The more trades you make, the more transaction-based fees we earn. This creates an incentive to encourage you to trade often.
- For investments in stocks or ETFs, the transaction-based fee is usually charged as a separate commission or sales charge. For investments in bonds, this fee is typically included as part of the price you pay for the investment (called a markup or markdown).
- For investments in certain products like mutual funds, annuities, and alternative investments, we receive transaction-based fees from the investment product sponsor in the form of asset-based sales charges (e.g., sales loads). These fees are based on the amount invested in a product and, depending on the product, may be based on how long you hold the investment. Our receipt of asset-based sales loads creates an incentive to recommend products or sponsors that include such charges.

### **Fees Associated with Investment Advisory Accounts**

- For investment advisory services, we typically charge an ongoing quarterly fee (sometimes referred to as an asset-based fee). This fee is a percentage of the value of your account. You pay this fee even if you don't buy or sell investments. The more assets you have in an asset-based fee account, the more you'll pay us in fees. This creates an incentive to encourage you to increase the size of your account, including by transferring or rolling over assets from other accounts. For some types of accounts, there is a per transaction charge in addition to an asset-based fee. We may also charge an hourly fee or fixed fee for additional services such as financial planning and consulting services that are of limited duration or nature.
- For wrap fee program accounts, you will pay us a single asset-based fee for advisory services. This fee also covers most transaction costs and certain administrative and custodial costs associated with your investments. If you expect to trade infrequently or to pursue a "buy and hold" strategy, a wrap fee program may cost you more than paying for the program's services separately, and you may want to consider a brokerage relationship rather than an advisory relationship.
- The fee you pay to your Professional is generally negotiated with him or her directly, and subject to different maximums, depending on the advisory program selected.

### **Other Fees and Costs**

If applicable to your account, we'll charge you directly for other fees in addition to brokerage commissions and advisory fees, including: (1) account maintenance fees such as custody, trade confirmation processing, corporate actions, and transfer fees; (2) cash management fees such as cash sweep, checking, and wire fees; and (3) investment specific fees such as those for

administration of alternative investments or for foreign securities. See the Fee Schedules for our brokerage and advisory programs at [lpl.com](http://lpl.com) for more information. You should understand that these fees are not charged by us if your investment is in an account that is held directly with the sponsor, and not in an LPL investment account.

You may also incur fees charged by the particular investment product in which you are invested, including mutual funds, ETFs, and other pooled funds, in addition to brokerage commissions and advisory fees charged by us. Some of these fees may be shared, as described below in [Third-Party Payments](#). Certain investment products have significant fees triggered by particular events, e.g., annuities may include mortality, expense, and administrative fees, and fees for excessive transfers or early withdrawals.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. Detailed

information on our advisory fees can be found in the [Form ADV for your advisory program](#). Detailed information on our brokerage fees can be found at [Brokerage Compensation Information and Related Conflicts of Interest](#) and, depending on the investment product in which you invest, may be included in the product's prospectus or other offering document. If viewing a paper version of this form, please visit [lpl.com/CRS](http://lpl.com/CRS) for hyperlinks to these documents.

**📌 Questions to ask your Professional:**

*Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?*

---

## What are your legal obligations to me when providing recommendations as my broker-dealer or when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?

*When we provide you with a recommendation as your broker-dealer or act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the recommendations and investment advice we provide you. Here are some examples to help you understand what this means. If you have questions about whether any of these situations could apply to your investments, ask your Professional.*

### Third-Party Payments

We receive compensation from third parties related to investments you make in certain products, including mutual funds, ETFs, annuities, alternative investments, and other investments. This compensation includes ongoing distribution charges (e.g., 12b-1 fees or trail payments), which an investment product charges you and then pays to us. We also receive fees from investment products and/or their sponsors for recordkeeping and other administrative services we provide in relation to your investments. In some accounts we offer, uninvested cash is automatically placed into interest-bearing federally insured bank accounts. We receive fees for your participation in these “cash sweep” programs from the banks sponsoring the programs. The fees we receive are typically higher than the interest you earn on the cash held in the bank accounts and are in addition to any fees you pay to us. This creates an incentive for LPL if you maintain a cash balance in your account. [Revenue sharing payments](#) are another type of third-party compensation we receive from sponsors who participate in our marketing programs. These programs support our product marketing to our Professionals and for education and training efforts, and facilitate communications between sponsors and our Professionals. Finally, certain sponsors pay us to make their investment products available on our platform. Because we receive

payments from these third parties, there is an inherent incentive for us to recommend or invest your assets in those investment products. Detailed information regarding third-party payments can be found in the [Third-Party Compensation and Related Conflicts of Interest](#) document on [lpl.com](http://lpl.com).

### Principal Trading

In brokerage accounts, we sometimes directly buy from you or sell to you investments including bonds or certain shares of mutual funds, unit investment trusts (UITs), or alternative investments. These are called principal trades. If the principal trade involves a bond, we receive a markup or markdown by either buying the bond from you at a lower price than we will sell it for or by selling the bond to you at a higher price than we bought it for. That creates an incentive for us to either buy the bond from you at the lowest price possible or sell the bond to you at the highest price possible and maximize our profit on the principal trade. In advisory accounts, purchases of mutual funds, UITs, or alternative investments may be processed through our proprietary account, but we do not receive a markup or markdown in these trades. Also, in certain advisory accounts where a third-party investment advisory firm has discretion, we trade as principal and receive a markup or markdown.

Detailed information on our conflicts of interest can be found in the [Form ADV for your advisory program](#) and in [Brokerage Compensation Information and Related Conflicts of Interest](#). If viewing a paper version of this form, please visit [lpl.com/CRS](http://lpl.com/CRS) for hyperlinks to these documents.

**📌 Questions to ask your Professional:**

*How might your conflicts of interest affect me, and how will you address them?*

## How do your financial professionals make money?

Our Professionals are primarily independent contractors, although a portion are employees or employees of an affiliated company. The agreement between each Professional and LPL sets out the payments we make to them. Those who provide investment advisory services receive a portion of the advisory fee you pay. Professionals who provide you brokerage services receive a portion of the commissions or markups/markdowns from your trades. Receiving a portion of the advisory or brokerage fees you pay to us creates an incentive for them to encourage you to increase your investment account size or trade more frequently. We also compensate Professionals based on production, including payments based on the amount of client assets they service and the products they sell. In addition, our Professionals receive different levels of compensation for selling different types of investments or services. This could include, for example, a share of the 12b-1 fees, trail payments, or sales loads paid to us by an investment product. Although your Professional must recommend investment products or manage your account in your best interest, these additional forms of compensation create an incentive for them to recommend specific financial products.

Our Professionals may receive compensation from us in other ways, including:

- Transition assistance if he or she moves to LPL from another company. This assistance can include forgivable loans, advance payment of advisory fees, and/or waiving or reducing other

costs associated with transitioning the Professional's business. This assistance creates an incentive to migrate and maintain business on our platform from another investment platform, and to sell or recommend the sale of investments held in an account if we do not offer those investments.

- Waived or reduced costs and fees (e.g., for administrative services that we provide for your accounts, attending our conferences and events, and free or reduced-cost marketing materials). These waived and reduced costs and fees create an incentive for Professionals to associate with us instead of other financial firms.
- Equity awards in our parent company, LPL Financial Holdings Inc., which give your Professional an incentive to remain with us during the vesting period applicable to his or her stock holdings (the period of time before the stock is unconditionally owned). This also gives the Professional a financial interest in the success of our business.

Your Professional is legally required to act in your best interest and not put his or her interests ahead of your own. We have systems in place to mitigate the conflicts of interest that arise from the way he or she makes money, including systems to review whether a recommendation is in your best interest. More information on compensation can be found at [Brokerage Compensation Information and Related Conflicts of Interest](#). If viewing a paper version of this form, please visit [lpl.com/CRS](http://lpl.com/CRS) for a hyperlink to this document.

## Do you or your financial professionals have legal or disciplinary history?

Yes. Visit [Investor.gov/CRS](http://Investor.gov/CRS) for a free and simple search tool to research LPL and our Professionals.

### ❏ **Questions to ask your Professional:**

*As a financial professional, do you have any disciplinary history? For what type of conduct?*

## Additional Information

Please visit the [Disclosures page on lpl.com](#) for more information, including a copy of the agreement for the account and/or program you are considering, the Form ADV Brochure for any advisory program you are considering, detailed information on our brokerage services under [Brokerage Compensation and Related Conflicts of Interest](#), and more information regarding our brokerage and advisory programs under [Third Party Compensation and Related Conflicts of Interest](#).

Please visit the [Investor Regulatory & Educational Resources page](#) on [lpl.com](http://lpl.com) to learn more about how to determine your investment objective and risk tolerance, among other items.

We are affiliated with other investment firms. If your Professional works with Fortigent, LLC, you can find the relationship summary for that firm at [lpl.com/fortigent.html](http://lpl.com/fortigent.html). More information on our affiliations can be found in the [Form ADV for your advisory program](#).

If viewing a paper version of this form, please visit [lpl.com/CRS](http://lpl.com/CRS) for hyperlinks to cross-referenced documents.

**To request up-to-date information or a copy of this relationship summary, please call us at (800) 558-7567.**

We also encourage you to review the general information provided by the U.S. Securities and Exchange Commission regarding investing, choosing an investment professional, and related considerations, available by visiting [Investor.gov](http://Investor.gov).

### ❏ **Questions to ask your Professional:**

*Who is my primary contact person? Is he or she a representative of an investment adviser or a broker dealer? Who can I talk to if I have concerns about how this person is treating me?*

## ACCOUNT PACKET

# SWM/SWM II ACCOUNT AGREEMENT

In consideration of LPL Financial LLC ("LPL") agreeing to open a SWM/SWM II investment account ("Account") for you, you hereby understand, acknowledge and agree:

## ROLE OF ADVISOR

### 1. TRADING AND DISBURSEMENT AUTHORIZATION

You have entered into an investment advisory agreement with the investment advisor named in Section V of the Account Application (and any subsequent investment adviser pursuant to assignment, merger, Acquisition or transfer) ("Advisor"), pursuant to which you have granted Advisor trading and other authority with respect to your Account. You acknowledge that you (and not LPL) are solely responsible for selecting Advisor and for the authority you grant to Advisor. You have authorized Advisor to be your agent and attorney-in-fact with respect to the Account. You authorize LPL to accept from Advisor trading instructions and other instructions related to your Account, including the disbursement of assets to you but subject to the limitations on the authority to instruct on withdrawals, transfers and disbursements set forth below. Trading instructions include but are not limited to instructions with respect to buying, selling, assigning, transferring, and trading in securities and commodities and/or contracts relating to the same on margin or otherwise, and stock option transactions, as well as with respect to all other things necessary or incidental to the furtherance of such instructions. You authorize LPL to accept from Advisor instructions relating to the reinvestment of dividends and capital gain distributions in the Account. You authorize LPL to disburse assets from Account for investment purposes and to you at the direction of Advisor.

LPL will take instructions from you or Advisor regarding the termination of the advisory relationship between Advisor and you. Such instructions from you may take the form of a request to transfer all assets to another financial institution or another account at LPL or to liquidate the Account and disburse the funds to you by check.

Advisor is hereby authorized to direct LPL to transfer money, securities or any other assets between the Account and (1) your other accounts (both current and future) at LPL, and (2) your accounts at external custodians (e.g., your bank) provided, that, the transferred money, securities or other assets are only sent to accounts registered in your name and you have provided us with necessary information related to your accounts at external custodians. All other transfers, withdrawals or disbursement requests delivered by Advisor to LPL may only be acted upon by LPL if such instruction includes your consent, in any form and which may be satisfied with reasonable notice to you and an opportunity to reject. You hereby ratify and confirm any and all transactions with LPL made by Advisor or for your Account. You agree that LPL will not be liable for any loss, liability, cost or expense for acting upon instructions from Advisor and agree to indemnify and hold LPL harmless from any such loss, liability, cost or expense.

### 2. ADVISOR FEE PAYMENT AUTHORIZATION

You hereby authorize LPL to debit Advisor's fees directly from the Account and pay such amounts to Advisor. You further authorize and instruct LPL to deduct from your account an advisory fee based on the instructions from Advisor, including amount and timing, and pay such fees to Advisor. Adjustments to increase the fee set out in the Account Application may be made only at your instruction. You understand that LPL will have no responsibility to confirm those instructions with you prior to acting on them and that LPL will not verify that the fees are consistent with those set out in the agreement between you and Advisor. You will see the amounts deducted from the Account on statements and will verify them based on the fee rates you negotiated with Advisor. It is agreed by you that the fee will be payable, first, from free credit balances, if any, in the Account, and second from the liquidation or withdrawal (which you hereby authorize) by LPL of your shares of any money market fund balances in any money market account, or balances in any insured deposit account, if applicable. You hereby indemnify and hold LPL harmless from any and all liability and costs, including attorneys' fees, which LPL may incur in connection with the instructions provided to LPL by your Advisor. Unless otherwise instructed by the Advisor, LPL will deduct Advisor's fee quarterly in advance; however, for the initial fee deduction, LPL will deduct the Advisor's fee at the beginning of the quarter following the establishment of the Account and will include a prorated fee for the initial quarter in addition to the quarterly Advisor fee for the





## **ACCOUNT PACKET**

### **SWM/SWM II - ACCOUNT AGREEMENT**

upcoming quarter. Should Advisor request alternative frequency billing, such as monthly, and LPL agree to provide such service, you hereby authorize LPL to accept that instruction from Advisor and process fee payments as per the alternative frequency. Subsequent fee deductions will be made at the beginning of each quarter based on the value of the Account assets as of the close of business on the last business day of the preceding quarter. Additional deposits and withdrawals will be added or subtracted from the assets, which may lead to an adjustment of the Advisor's fee. If LPL is notified by you or Advisor of the termination or deactivation of the Account's advisory account status at LPL, LPL will process a prorated refund of Advisor's fees that were pre-paid based upon the number of days remaining in the quarter after the notice of termination to LPL. Certain accounts may establish procedures to pay the Advisor's fee directly rather than through a debit to the Account. Any different method of billing fees may result in the imposition of additional charges to cover the administrative costs of billing. You acknowledge that LPL does not set the fee of Advisor applicable to the Account.

#### **3. PROXIES/CORPORATE ACTIONS**

If you have indicated in Section V of the Application or otherwise so instructed LPL that you designate Advisor to vote proxies and take corporate actions on your behalf and receive proxy voting materials and materials related to corporate actions, you authorize LPL to accept instructions from Advisor as to the voting of proxies and the taking of corporate actions or Advisor's instructions to forward such materials to the proxy voting service they have enlisted to perform such actions.

#### **4. PROSPECTUSES AND REPORTS**

You designate Advisor to receive prospectuses, shareholder reports and other statements instead of you. You retain the right to rescind this designation by notifying LPL in writing.

#### **5. ACCOUNT INFORMATION**

You authorize LPL to send information to Advisor (in addition to you) regarding your Account, including trade confirmations and account statements. By signing the Account Application, you authorize LPL to combine statements as instructed by you through Advisor and understand that such instructions will mean that LPL will share your account information with members of the combined group. LPL will confirm such instructions after receipt of the request. Client understands that it is important to review promptly confirmations, account statements, disclosures, and other documents and communications that LPL or IAR provides. Client agrees to notify LPL or IAR promptly if anything in the account documents appears inaccurate or suspicious.

#### **6. REVOCATION OF AUTHORIZATIONS**

You agree to notify LPL in writing regarding any changes to or the revocation of any authorizations granted in this agreement. Any changes to or the revocation of authorizations will be effective upon receipt of notice by LPL. LPL shall follow instructions of Advisor until LPL is informed that the authorization has been revoked by you or your duly authorized agent.

### **ROLE OF LPL**

#### **1. NO INVESTMENT ADVICE**

LPL is providing brokerage, custodial and administrative services to your Account. LPL is not an investment advisor to you and has no authority or responsibility for investment decisions made for the Account. LPL and Advisor are not affiliated. However, in the case of certain Advisors, associated persons of Advisor may be broker-dealer registered representatives of LPL. Although LPL may be required by regulatory authority to oversee certain activities of such broker-dealer representatives, LPL has no responsibility to monitor or review the performance of your Account. You understand that if an associated person of Advisor is a broker-dealer registered representative of LPL, that person is not acting in a brokerage capacity or on behalf of LPL in any way with respect to the Account. This is the case without regard to any previous relationship you may have had with that associated person. You acknowledge that LPL does not provide you with any investment, legal, tax or accounting advice, that LPL's employees are not authorized to give any such advice and that you will not solicit or rely upon any such advice from LPL or its employees whether in connection with transactions in or for your Account or otherwise. In making investment, legal, tax or



## ACCOUNT PACKET

### SWM/SWM II - ACCOUNT AGREEMENT

accounting decisions with respect to transactions in or for your Account or any other matter, you will consult with and rely upon your own advisors and not LPL, and LPL shall have no liability therefore.

#### 2. TRANSACTION CHARGES

If your Account is a SWM account, you will bear transaction charges for purchases, sales and exchanges in Account, including for mutual funds, equities, exchange-traded funds ("ETFs"), fixed income securities and options. (For SWM II accounts, the transaction costs are borne by the Advisor and are transaction based or asset based. If the transaction costs borne by the Advisor are transaction based, the Advisor has a conflict of interest because Advisor has a financial incentive to trade less frequently. In addition, in SWM II, because transactions charges vary by security type, there is a conflict of interest for Advisor because Advisor has an incentive to select securities for your Account that cost the Advisor less than other types of securities. You should discuss with Advisor these SWM II conflicts and also the differences between SWM and SWM II accounts.) You authorize LPL to deduct from your Account the transaction charges and other fees applicable to your Account. The transaction charges are paid to LPL to defray costs associated with trade execution; however, they are not directly related to transaction-related expenses of LPL and are a source of revenue to LPL. The transaction charges vary depending on the type of security being purchased or sold. In the case of mutual funds, the transaction charges vary depending on whether LPL retains compensation from the mutual fund (or a share class of the fund) for services it provides to the fund, such as recordkeeping fees, asset-based service fees or 12b-1 fees. If the compensation retained by LPL exceeds a certain qualifying amount (which is set by LPL in its discretion), then the mutual fund or the applicable share class of the mutual fund is considered a Full Participating Fund and its transaction charges will be set at \$0. If the compensation retained by LPL does not exceed the qualifying amount or LPL receives no compensation from the mutual fund, then the mutual fund or the applicable share class of the mutual fund is considered a Non-Participating Fund and its transaction charges will be set at \$26.50. LPL uses that compensation from mutual funds to reduce its platform and trading costs, and therefore, assesses a lower transaction charge to clients. Although a Full Participating Fund has a \$0 transaction charge, Full Participating Funds tend to have a higher expense ratio, which is borne by the client. LPL does not charge a transaction charge for fixed income securities (e.g., bonds or structured products); however, LPL acts as principal on fixed income security transactions and may receive a mark-up/down on the transaction. The mark-up does not apply to structured product purchase transactions effective November 1, 2023. LPL will receive a fee from the issuers of structured products for administrative services and related support LPL provides in connection with the structuring and distribution of these products. This fee can be up to 0.75% of the principal amount of a trade and generally varies among products according to the complexity of the structuring.

The standard transaction charges applicable to a SWM account will be notified to you in connection with your Account opening. These charges are subject to change at the discretion of LPL. You will be notified of any changes, including through information provided with your periodic statements.

You understand that LPL and Advisor may agree to transaction charges for all or certain clients of Advisor or certain associated person of Advisor that are different (and may be less) than the standard transaction charges based on the nature and scope of the business Advisor or a particular associated person of Advisor does with LPL currently and the expected future business. Therefore, the transaction charges for your Account may be more than or less than those applicable to other clients of Advisor or clients of other Advisors. LPL may change the amount of the transaction charges if the nature or scope of your Advisor's business changes or does not reach certain levels. In this case, the transaction charges you pay would revert to LPL's standard transaction charges.

Certain share classes of mutual funds that participate in LPL's No Transaction Fee Program ("SWM MF NTF Program") can be purchased in SWM accounts without a transaction charge. In order to participate in the SWM MF NTF Program, mutual funds pay LPL recordkeeping and/or revenue sharing fees in the form of asset-based or transaction-based fees. A complete list of mutual fund sponsors participating in the SWM MF NTF Program can be found by visiting [lpl.com/disclosures.html](http://lpl.com/disclosures.html). In the case of SWM II accounts, clients should understand that the cost to Advisor of transaction charges may be a factor Advisor considers when deciding which mutual funds to select and whether or not to place transactions in the account. Advisor has a financial





## ACCOUNT PACKET

### SWM/SWM II - ACCOUNT AGREEMENT

incentive to select funds in order to reduce or eliminate the transaction charges, including but not limited to funds participating in the SWM MF NTF Program.

LPL offers a similar NTF Network for ETFs. Under the ETF NTF Network, certain ETF sponsors direct a payment to LPL on behalf of client or for the benefit of client that is used exclusively as a credit to defray bona fide transaction charge obligations of the Account, and LPL waives the transaction charge when the ETF is sold. For purchases of other ETFs in the ETF NTF Network, the sponsor pays LPL a flat annual amount and LPL waives the transaction charge for purchases and sales. For a list of ETF sponsors in the ETF NTF Network, please refer to [lpl.com/disclosures.html](http://lpl.com/disclosures.html).

### 3. BROKERAGE SERVICES

You authorize securities transactions in your Account to be effected through LPL. LPL may receive and retain compensation for effecting transactions on behalf of Account. In connection with sales or purchases of a security in the Account, LPL may act as principal for its own account or as agent for another person. LPL may aggregate purchases, sales and exchanges of securities beneficially owned by you with purchases, sales and exchanges of securities beneficially owned by other persons. Payment for the purchase of securities in Account should be made payable to LPL Financial LLC.

### 4. OTHER SERVICES AND BENEFITS TO ADVISOR

You understand that LPL provides Advisor and its associated persons with services and benefits to help Advisor conduct its advisory business and to service you. LPL provides services on behalf of Advisor with respect to your account, for example, for fee billing and/or performance reporting. LPL may or may not charge Advisor a separate administrative fee for such services, depending on the nature and scope of the business of Advisor (or a particular associated person of Advisor) with LPL. LPL also provides Advisor and its associated persons services and benefits that are separate from the administrative, custodial and brokerage services provided by LPL to you and Advisor under this agreement.

LPL provides services, such as research and business consulting services, to Advisor and its associated persons. You understand that any research materials produced by LPL are intended only to be used by Advisor and not by you. Even if such research is used by Advisor to generate investment advice for your Account, you acknowledge that Advisor (and not LPL) is responsible for the investment advice.

LPL pays for or provides Advisor with technology solutions and operational support to streamline Advisor's business operation. This includes the use of LPL systems to facilitate business processing and access to client data. This may also include assisting Advisor in transitioning business to LPL and in completing forms necessary to permit clients in establishing accounts at LPL.

In particular, in the case of associated persons of Advisor that are brokerage registered representatives of LPL, LPL provides bonuses, awards and other items of value to such individuals in connection with their brokerage association with LPL, for example, bonus payments based on production, awards of shares of LPL's parent company, LPL Financial Holdings Inc., and attendance at LPL conferences and events.

LPL may provide reimbursement for administrative and marketing related expenses such as business cards, letterhead, brochures, website design services, seminars and other client events. In certain cases, LPL also offers loans to Advisor or its associated persons to assist with transitioning business and accounts onto the LPL custodial platform. In some cases, LPL forgives all or a portion of the loan if Advisor or its associated persons maintain certain asset levels at LPL.

The services Advisor and its associated persons receive from LPL may be based on the nature and scope of the business Advisor or its associated persons do with LPL and may be offered to Advisor or its associated persons at no fee or at a discounted fee. Some of these services and benefits help Advisor monitor and service the Account, but others benefit only Advisor and its associated persons. As a result, these services and benefits to Advisor and its associated persons cause a conflict of interest to Advisor, as Advisor and its associated persons have a financial incentive to recommend that you establish an account with LPL.



## ACCOUNT PACKET

### SWM/SWM II - ACCOUNT AGREEMENT

#### INVESTMENT RISK DISCLOSURE

1. You understand that investing in securities involves risks and that many variables, including, but not limited to market and economic fluctuations, may have a substantial negative effect on the value of your securities positions. Furthermore, you represent to LPL that you are willing to assume these risks and that you are in fact financially able to bear these risks. You agree to notify Advisor and LPL in writing should your financial condition materially change, or should your investment objective change from the one shown on the Account Application.
2. You agree to obtain from your Advisor current offering documents which fully describe each investment, including potential risks and costs, prior to purchasing an interest in a partnership, mutual fund, variable product, unit investment trust or any new issue.
3. It is usually not advisable to be induced by a pending dividend to purchase or sell securities.

#### OPERATION OF YOUR CASH ACCOUNT/TERMS

##### 1. APPLICABLE RULES & REGULATIONS

All transactions in your Account are subject to the rules, customs and usages of the exchanges, markets or clearing houses where the transactions are executed and to all applicable federal and state laws and regulations.

The Financial Industry Regulatory Authority (FINRA) requires that we provide the following information concerning its BrokerCheck program. An investor brochure that includes information describing FINRA BrokerCheck may be obtained from FINRA. The FINRA BrokerCheck hotline number is (800) 289-9999. The FINRA website address is [www.finra.org](http://www.finra.org). Any complaints regarding the handling of your account may be directed to your financial advisor and/or to LPL Financial at 800-558-7567.

##### 2. LIEN

All securities, commodities and other property which LPL may at any time be carrying for you or which may at any time be in LPL's possession or under LPL's control, shall be subject to a general lien and security interest in LPL's favor for the discharge of all your indebtedness and other obligations to LPL, without regard to LPL having made any advances in connection with such securities and other property and without regard to the number of accounts you may have with LPL. In enforcing LPL's lien, LPL shall have the discretion to determine which securities and property are to be sold and which contracts are to be closed. For purposes of this agreement, "securities, commodities and other property," as used herein shall include, but not be limited to, money, securities, and commodities of every kind and nature and all contracts and options relating thereto, whether for present or future delivery. Notwithstanding any other provision in this agreement to the contrary, any lien or security interest arising out of fees, charges or other obligations owed to LPL by an account of an individual retirement account or other plan subject to the prohibited transaction provisions of section 4975(c) of the Internal Revenue Code ("Plan") shall be limited to and enforceable against only the assets of such Plan account and any lien or security interest arising out of fees, charges or other obligations owed to LPL by a non-Plan account shall not extend to or be enforceable against the assets of any Plan account.

No portion of your account with LPL can be used as collateral without the authorization of LPL, which may only be obtained through the completion of required LPL documentation. In the event that you are authorized by LPL to pledge an account as collateral to a lender for a loan or line of credit, you acknowledge that you cannot and will not use the proceeds from any loan or line of credit to purchase securities.

##### 3. FAILURE TO PAY

If upon the purchase or sale of securities by LPL at the direction of you or your Advisor, you fail to pay for or deliver monies or securities, you authorize LPL to take those steps necessary to pay for/deliver such monies or securities. You further agree to reimburse LPL for any loss it may sustain on your behalf, including reasonable costs of collection of any debit balance and any unpaid deficiency in your Account including attorneys' fees.



## ACCOUNT PACKET

### SWM/SWM II - ACCOUNT AGREEMENT

#### 4. INTEREST ON DEBIT BALANCES

Cash accounts may be subject, at LPL's discretion, to interest on any debit balances resulting from failure to make payment in full for securities purchased, failure to timely deliver securities sold, proceeds of sales paid prior to settlement date, or for other charges which may be made to the Account.

#### 5. AUTOMATIC CASH SWEEP PROGRAM

By signing the Account Application, you are selecting and agreeing, with respect to assets held at LPL, to have cash balances in your account transferred automatically into a sweep program, depending on the type of account you hold. Below is a summary of the general terms and conditions of the sweep programs offered by LPL.

The applicable sweep program will be implemented upon acceptance of your completed account paperwork at LPL's home office, which generally will occur within 15 business days, but can take longer in certain circumstances, of you providing the paperwork to your Advisor. Pending our acceptance, cash balances not otherwise invested at your direction will be held in your account as a free credit balance, as discussed more fully below.

##### Multi-Bank Insured Cash Account ("ICA") Program General Terms and Conditions

If your account is eligible for the ICA program, you hereby authorize and direct LPL to automatically deposit available cash balances (from securities transactions, dividend and interest payments, deposits and other activities) in your account into interest-bearing Federal Deposit Insurance Corporation ("FDIC") insured deposit accounts ("Deposit Accounts") at one or more banks or other depository institutions participating in the ICA Program (each, a "Bank").

Eligibility. The ICA program is available only to individuals, trusts (so long as all beneficiaries of the trust accounts are natural persons), and sole proprietorships. Custodial accounts are eligible for the ICA program if each beneficiary is an eligible person. LPL may at its discretion deem an eligible person to be an ineligible person if LPL becomes aware that the person is prohibited as a matter of law from holding funds at the Bank. Entities organized or operated to make a profit, such as corporations, partnerships, associations, business trusts, and other organizations (other than sole proprietorships) are not eligible for the ICA program. Please consult your Advisor for additional details concerning eligibility.

FDIC Insurance. Deposit Accounts available through the ICA program are eligible for insurance by the FDIC up to \$250,000 in principal and accrued interest per depositor for each FDIC-defined ownership category in an individual bank. As your agent, LPL will sweep your assets out of your LPL Account and into the participating banks but not to exceed the maximum levels of insurance as defined by the FDIC per category. To ensure your deposits at any of the participating banks do not exceed the maximum levels of insurance as defined by the FDIC per category, LPL will limit your total deposit at any participating bank to allow for the monthly interest being applied to your Account. Should your assets reach the maximum amount of insurance as defined by the FDIC per category, LPL will continue to place funds to other participating banks to provide the maximum deposit insurance limits established for ICA. To view the current program maximum deposit insurance limits for ICA, see the ICA Current Interest Rate pages on [lpl.com/disclosures.html](http://lpl.com/disclosures.html) under "Automatic Cash Sweep Programs and SIPC Coverage" and "FDIC-Insured Bank Deposit Sweep Programs (LPL ICA and DCA)." After that maximum is reached, your additional cash will be deposited into one or more of the Excess Banks (as defined in the ICA Disclosure Booklet) in excess of FDIC coverage limits and will not be eligible for FDIC Insurance. Cash invested in a money market mutual fund is not eligible for FDIC deposit insurance. Deposit Accounts are not protected by the Securities Investor Protection Corporation (SIPC).

The ability of the ICA program to sweep your uninvested cash into Bank Deposit Accounts depends, however, on the capacity of the Banks to accept new deposits. In times where Banks have insufficient capacity to accept new deposits, LPL will temporarily deposit into one or more of the Banks in excess of FDIC coverage limits resulting in deposits not being eligible for FDIC insurance. When Bank capacity is restored, your funds are re-allocated to Banks within the program to fully insure your assets up to the program maximum.



## ACCOUNT PACKET

### SWM/SWM II - ACCOUNT AGREEMENT

**Interest.** You will receive the same interest rates on all funds regardless of the Bank in which it is held. Interest will accrue daily on balances from the day funds are deposited into a Bank through the business day preceding the date of withdrawal from that Bank. Interest will be compounded daily and credited monthly. This process is described in more detail in the ICA Disclosure Booklet available from IAR or on [lpl.com/disclosures.html](http://lpl.com/disclosures.html). The interest rates paid are determined by the amount the Banks are willing to pay minus the fees paid to LPL Financial and other parties for administering the program. The interest rates accruing on funds may change as frequently as daily without prior notice. The most up-to-date interest rates are found on [lpl.com/disclosures.html](http://lpl.com/disclosures.html).

**Fees.** LPL receives a fee equal to a percentage of the average daily deposit balance in the ICA. The fee paid to LPL may be at an annual rate of up to an average of 400 basis points as applied across all ICA deposit accounts taken in the aggregate.

**Tax Information.** For most clients, interest earned on deposits in the Deposit Accounts will be taxed as ordinary income in the year it is received. A Form 1099 will be sent to you each year showing the amount of interest income you have earned on deposits in your Deposit Accounts. You should consult with your tax advisor about how the ICA program affects you.

**More Information.** For more specific information about the terms and conditions of the ICA program, please see the ICA Disclosure Booklet available from your Advisor or on [lpl.com/disclosures.html](http://lpl.com/disclosures.html).

#### **Money Market Mutual Fund Sweep Program General Terms and Conditions**

**Eligibility.** If your Account is not eligible for the ICA, you hereby authorize and direct LPL to automatically invest available cash balances (from securities transactions, dividend and interest payments, deposits and other activities) in shares of a money market mutual fund. If a specific sweep money market mutual fund is not otherwise directed by you, you hereby authorize LPL to direct the cash balances held in your Account to the J.P. Morgan U.S. Government Money Market Fund (unless you own a foreign account and then it will be the J.P. Morgan U.S. Dollar Liquidity Fund). Contact your Advisor to learn about the specific share class you will be invested in or to learn about other sweep money market mutual funds that may be available.

**No FDIC Insurance.** Investments in money market mutual funds are not guaranteed or insured by the FDIC or any other government agency. Although money market mutual funds seek to preserve a net asset value of \$1.00 per share, there is no guarantee that this will occur. LPL is a member of SIPC. For accounts held at LPL, SIPC provides account protection up to a maximum of \$500,000 per client, of which \$250,000 may be claims for cash. This account protection applies when a SIPC member firm fails financially and is unable to meet obligations to securities customers, but it does not protect against losses from the rise and fall in the market value of investments. More information on SIPC, including obtaining a SIPC Brochure, may be obtained by calling SIPC directly at (202) 371-8300 or by visiting [www.sipc.org](http://www.sipc.org).

**Fees.** LPL receives compensation of up to 1.00% annually of LPL customer assets invested in the sweep money market mutual funds from the money market fund sponsor in connection with 12b-1 fees, recordkeeping fees and other compensation.

**More Information.** For more complete information about any of the sweep money market mutual funds available under this program, including all charges and expenses, please contact Advisor for a free prospectus. You may obtain information with respect to the current yields available on the money market mutual funds by contacting Advisor.

#### **Changes to Sweep Programs**

LPL may make changes to the sweep programs, for example, to replace one sweep money market mutual fund with another money market mutual fund. If your account is not eligible for the ICA program, but later becomes eligible for the ICA program, LPL may switch your sweep program from the money market mutual fund sweep program to the ICA program. You will be provided with notice of such change prior to the effective date of the change.

#### **Alternatives to Sweep Programs**

Shares in the money market funds that LPL offers as a non-sweep investment alternative may be purchased by giving specific orders for each purchase to your Advisor. Cash balances in your account, however, will not be automatically swept into these



## ACCOUNT PACKET

### SWM/SWM II - ACCOUNT AGREEMENT

money market funds. Debits in your account will be paid automatically from available cash balances in your account and then from funds in the sweep programs. In the event there are no funds available in these accounts to cover debits, you or Advisor would need to liquidate separately purchased money market mutual fund holdings or other securities to cover the required debits.

#### Free Credit Balances

Your selection of a sweep program above will not be effected until your account paperwork has been accepted by LPL as being in good order. Until such time, available cash balances (from securities transactions, dividend and interest payments, deposits and other activities) will not be automatically swept and will be held as a free credit balance. A free credit balance is a liability of LPL and payable to the account on demand. Interest will not be paid to the account on free credit balances. Unless we hear from you to the contrary, it is our understanding that any free credit balances held in your account are pending investment.

Free credit balances may be used by LPL in the ordinary course of its business subject to the requirements of Rule 15c3-3 under the Securities Exchange Act of 1934. The use of customer free credit balances generally generates revenue for LPL in the forms of interest and income, which LPL retains as additional compensation for its services to its clients. Under these arrangements, LPL will generally earn interest or a return based on short-term market interest rate prevailing at the time.

If you are acting on behalf of a Plan, you as a Plan fiduciary agree that you have independently determined that holding cash balances, pending LPL's acceptance of the account, as a free credit balance, which does not earn income for the Plan, is both (i) reasonable and in the best interests of the Plan and (ii) that the Plan receives no less, nor pays no more, than adequate consideration with respect to this arrangement. If the Plan fiduciary chooses to avoid holding un-invested cash as a free credit balance, the Plan fiduciary should not fund the account until after your account paperwork has been accepted by LPL as being in good order.

#### Further Information

For further information about LPL's sweep programs or your account, please contact your Advisor.

### 6. ACCOUNT CREDITS

LPL credits to your account funds belonging to you such as dividends, interest, redemptions, and proceeds of corporate reorganizations on the day such funds are received by LPL. These funds come to LPL from issuers and various intermediaries in which LPL is a participant, such as the Depository Trust Company. Information regarding when LPL credits your account with funds due to you, when those funds are available to you, and/or when you begin earning interest on those funds is available from LPL.

### 7. DELIVERY OUT OF SECURITIES

If your periodic customer statement indicated that securities were forwarded to you and you have not received them, you should notify LPL immediately. If notification is received within 120 days after the mailing date, as reflected on your periodic statement, replacement will be made free of charge. Thereafter, a fee for replacement may apply.

### 8. CALLABLE SECURITIES

Securities which are held for your Account and which are in "street name," or are being held by a securities depository, are commingled with the same securities being held for other customers of LPL. Your ownership of these securities is reflected in LPL's records. You have the right at any time to require delivery to you of any such securities which are fully paid for or are in excess of margin requirements. The terms of many bonds allow the issuer to partially redeem or "call" the issue prior to maturity date. Certain preferred stocks are also subject to being called by the issuer. Whenever any such security being held by LPL is partially "called," LPL will determine, through a random selection procedure as prescribed by the Depository Trust Company, the ownership of the securities to be submitted for redemption without regard to unsettled sales. In the event that such securities owned by you are selected, your account will be credited with the proceeds. Should you not wish to be subject to this random selection process, you must instruct your Advisor to have LPL deliver your securities to you. Delivery will be effected provided, of course, that your position is unencumbered or had not already been called by the issuer as described prior to receipt by LPL of your instructions. Note that if you take delivery of the securities they are still subject to call by the



## ACCOUNT PACKET

### SWM/SWM II - ACCOUNT AGREEMENT

issuer. The probability of one of your securities being called is the same whether they are held by you or by LPL for you. Please refer to the "Marketing & Trading Disclosures" section on [lpl.com/disclosures.html](http://lpl.com/disclosures.html) for LPL's Call Securities Lottery Disclosure. In addition, a detailed description of the random selection procedure is available upon request.

#### 9. PERMISSION TO IMPOSE FEES

In connection with servicing your Account, you will be charged certain incidental miscellaneous fees and charges. These fees are set out in the Miscellaneous Fee Schedule that is attached hereto and provided to you when you open your Account. These fees include retirement account fees and termination fees, including, for example, an annual individual retirement account (IRA) maintenance fee of \$40, and an account termination fee of \$125 for processing a full account transfer to another financial institution. LPL makes available a list of these fees on its website at [lpl.com/disclosures.html](http://lpl.com/disclosures.html). If you do not have access to the website, please contact your Advisor or LPL Client Services at (800) 558-7567. A copy of the Miscellaneous Fee Schedule will be provided to you upon your written request. These fees are not directly based on the costs of the transaction or service by LPL, may include a profit to LPL, and certain of the fees may be lowered or waived for certain customers. These fees are subject to change at the discretion of LPL. You will be notified of these charges and any changes through information provided with your periodic statements.

#### 10. COST BASIS

For any assets purchased within your Account, the cost basis is the actual purchase price including commissions. For any assets transferred into your Account, original purchase price is used as the cost basis to the extent such information was submitted by you or your Advisor to LPL. It is your responsibility to advise LPL immediately if the cost basis information is portrayed inaccurately. Statement calculations and figures should not be relied upon for tax purposes. The original trade confirmation customarily should be used for cost basis information.

#### 11. PAYMENT FOR ORDER FLOW

LPL does not receive any compensation in the form of payment for order flow.

#### 12. CONFLICTS OF INTEREST

LPL is a broker-dealer and custodian to your account and not an investment advisor to your account. LPL's interests may not always be the same as yours. Please ask us questions to make sure you understand your rights and our obligations to you, including the extent of our obligations to disclose conflicts of interest and to act in your best interest. We are paid both by you and, sometimes, by people who compensate us based on what you buy. For example, LPL may receive from third parties mutual fund 12b-1 fees, sub-transfer agent and administrative fees, shareholder servicing fees, and marketing support fees. For more information regarding the material conflicts of interest, the entities that make these payments and a description of the services provided, please visit [lpl.com/disclosures.html](http://lpl.com/disclosures.html) or contact LPL Client Services at (800) 558-7567. This information will be sent to you upon your written request.

#### 13. DIRECTIONS OF ORDERS

Consistent with the overriding principle of best execution, LPL directs customer orders in equity securities to exchanges and market makers based on an analysis of their ability to provide rapid and quality executions. In an effort to obtain best execution, LPL may consider several factors, including price improvement opportunities (executions at prices superior to the then prevailing inside market on over the counter (OTC) or national best bid or offer for listed securities) and reciprocal business arrangements.

#### 14. SIPC INSURANCE

LPL is a member of the Securities Investor Protection Corporation (SIPC). SIPC provides protection for the Account for up to \$500,000, including \$250,000 for claims for cash. The account protection applies when a SIPC member firm fails financially and is unable to meet obligations to securities customers, but it does not protect against losses from the rise and fall in the market





## ACCOUNT PACKET

### SWM/SWM II - ACCOUNT AGREEMENT

value of investments. More information on SIPC, including obtaining a SIPC Brochure, may be obtained by calling SIPC directly at (202) 371- 8300 or by visiting [www.sipc.org](http://www.sipc.org).

#### 15. REPRESENTATIONS AS TO CAPACITY TO ENTER INTO AGREEMENT

If you are an individual, you represent that you are of legal age, that unless otherwise disclosed to LPL in writing, you are not an employee of any securities exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member firm or member corporation registered on any exchange or of a bank, trust company, insurance company, or of any corporations, firm or individual engaged in the business of dealing either as broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper. You further represent that no one except you has an interest in your Account with LPL.

#### 16. EXTRAORDINARY EVENTS

LPL shall not be liable for any loss or loss of profits caused, directly or indirectly, by government restrictions, exchange or market rulings, suspension of trading, lack of access to or latency of trading systems, rioting, mayhem, acts of terrorism, war, outbreak of sickness or disease, strikes, fire, flood, cyber attack (except to the extent covered by the LPL Cyber Fraud Guarantee, which can be viewed at [LPL.com](http://LPL.com)), sabotage, network failure, system outage computer viruses, or other conditions beyond LPL's control.

#### 17. GOVERNING LAW

This agreement and its enforcement will be governed by the laws of the Commonwealth of Massachusetts.

#### 18. ACCOUNT HANDLING; TERM AND TERMINATION

You acknowledge that LPL reserves the right in its sole discretion to refuse or restrict your orders and that LPL may re-assign your account to a different representative, freeze services to open an account, or close your Account upon written notice. The services, rights and obligations described in this agreement shall exist for as long as your account is open with LPL. You may close your account(s) with LPL at any time by completing the appropriate account closing procedures. If you or your Advisor provides notice of the termination of the advisory relationship between your Advisor and you pursuant to the Section "Role of Advisor – Trading and Disbursement Authorization" above, LPL will take instructions regarding the transfer or liquidation of the assets in your account. Upon such closing of your account(s) by LPL, you are responsible for transferring any of your assets. If upon terminating services to your account or closing your account(s) you do not transfer your assets within sixty (60) days, LPL may at its discretion: a) send you certificates of each outstanding security from your closed account(s); b) notify the transfer agent that LPL will no longer custody or service your assets and they will thereafter remain at the transfer agent until you instruct them otherwise; or c) liquidate the account(s) at prevailing marketing rates and disburse the funds to you by check, subject to applicable law. Upon termination of services and/or account closing by either party, you will remain responsible for any outstanding fees or other obligations prior to account(s) closing.

#### OPERATION OF YOUR MARGIN ACCOUNT/TERMS

##### 1. MARGIN

Purchase of securities on credit, commonly known as margin purchases, enable you to increase the buying power of its equity and thus increase the potential for profit -- or loss. This presents an additional element of risk for the Account. A portion of the purchase price is deposited when buying securities on margin and LPL extends credit for the remainder. This loan appears as a debit balance on your periodic statement of account. LPL charges interest on the debit balance and requires margin clients to maintain securities, cash, or other property to secure repayment of funds advanced and interest due.

Interest will be charged for any credit extended to you for the purpose of buying, trading or carrying any securities, for any cash withdrawals made against the collateral of securities, or for any other extension of credit. When funds are paid in advance of settlement on the sale of securities, interest will be charged on such amount from date of payment until settlement date. In the event that any other charge is made to the account for any reason, interest may be charged on the resulting debit balances.



## **ACCOUNT PACKET**

### **SWM/SWM II - ACCOUNT AGREEMENT**

#### **2. DEPOSIT OF COLLATERAL, LIEN ON ACCOUNTS AND LIQUIDATION**

In the event that additional collateral is requested, you may deposit cash or acceptable securities into your margin account. If satisfactory collateral is not promptly deposited after a request is made, LPL may, at its discretion, liquidate securities held in any of your accounts. In this connection, pursuant to this agreement, LPL retains a security interest in all securities and other property held in the accounts, including securities held for safekeeping, so long as any credit extended remains outstanding. Notwithstanding any other provision in this agreement to the contrary, any lien or security interest arising out of fees, charges or other obligations owed to LPL by an account of a Plan shall be limited to and enforceable against only the assets of such Plan account and any lien or security interest arising out of fees, charges or other obligations owed to LPL by a non-Plan account shall not extend to or be enforceable against the assets of any Plan account.

#### **3. LIQUIDATION**

If, in LPL's discretion, LPL considers it necessary for its protection to require additional collateral or in the event that a petition in bankruptcy, or for appointment of a receiver is filed by or against you, or an attachment is levied against your accounts, or in the event of your death, LPL shall have the right to sell any or all securities, commodities and other property in your accounts with LPL, whether carried individually or jointly with others, to buy any or all securities, commodities and other property which may be short in such accounts, to cancel any open orders and to close any or all outstanding contracts, all without demand for margin or additional margin, notice of sale or purchase or other notice or advertisement. Any such sales or purchases may be made at LPL's discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale, and LPL may be the purchasers for LPL's own account. It is understood that a prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of LPL's right to sell or buy without demand or notice.

#### **4. PAYMENT OF INDEBTEDNESS UPON DEMAND AND LIABILITY FOR COSTS OF COLLECTION**

You shall at all times be liable for the payment upon demand of any debit balance or other obligations owing in any of your LPL accounts and you shall be liable to LPL for any deficiency remaining in any such accounts in the event of the liquidation thereof, in whole or in part, by LPL or by you; and, you shall make payments of such obligations and indebtedness upon demand. The reasonable costs and expense of collection of the debit balance, recovery of securities, and any unpaid deficiency in the accounts of the undersigned with LPL, including, but not limited to, attorneys' fees, incurred and payable or paid by LPL shall be payable to LPL by you.

#### **5. PLEDGE OF SECURITIES**

Securities purchased on a cash or margin basis may be hypothecated under circumstances which will permit the co-mingling thereof with securities carried for other customers, but such securities, if hypothecated will be withdrawn from hypothecation as soon as practicable upon receipt of payment there for.

#### **6. MARGIN REQUIREMENTS, CREDIT CHARGES AND CREDIT INVESTIGATION**

You will at all times maintain such securities, commodities and other property in your accounts for margin purposes as LPL shall require from time to time and the monthly debit balances or adjusted balances in your accounts shall be charged, in accordance with LPL's practice, with interest at a rate permitted by the laws of the Commonwealth of Massachusetts. It is understood that the interest charge made to your Account at the close of a charge period will be added to the opening balance for the next charge period unless paid.

#### **7. INTEREST RATE**

Interest charged on any debit balances in cash accounts or credit extended in margin accounts will be charged interest at an annual rate ("Schedule Rate") based on the following factors: (1) the LPL Base Lending Rate; and (2) a tiered schedule of premiums or discounts based on a combination of (A) your account or group assets under management and (B) your account or group margin balance. Your Schedule Rate will reflect changes in margin balance and/or assets under management one to two business days after any changes in your group, assets under management, and/or margin balance. The LPL Base Lending Rate



## ACCOUNT PACKET

### SWM/SWM II - ACCOUNT AGREEMENT

will be set with reference to commercially recognized interest rates, industry conditions relating to the extension of credit, and general market conditions. Your Schedule Rate and the LPL Base Lending Rate will change without notice. The Schedule Rate will change based on changes in the LPL Base Lending Rate and/or your assets under management and/or margin balance. When your Schedule Rate changes during an Interest Period due to a change in: the LPL Base Lending Rate, your assets under management, and/or your margin balance; interest will be calculated according to the number of days each Schedule Rate is in effect during that period. If the rate of interest charged to you is increased for any other reason, you will be notified at least 30 days in advance. LPL retains a portion of any interest charged on margin debit balances.

#### 8. INTEREST PERIOD

Interest charges for the months shown on periodic statements reflect the second to last business day of the month prior to the period shown on the statement through the third to last business day of the last month shown on the statement ("Interest Period"). Accordingly, the interest charges for the period shown on your monthly statement are based only on the daily net debit and credit balances for the Interest Period.

#### 9. METHOD OF INTEREST COMPUTATION

At the close of each Interest Period during which credit was extended to you, an interest charge is computed by multiplying the average daily debit balance by the applicable Schedule Rate and by the number of days during which a debit balance was outstanding and then dividing by 360. If there has been a change in the Schedule Rate, separate computations will be made with respect to each rate of charge for the appropriate number of days at each rate during the Interest Period. The interest charge for credit extended to your account at the close of the Interest Period is added to the opening debit balance for the next Interest Period unless paid.

With the exception of credit balances in your short account, all other credit and debit balances in each portion of your account will be combined daily and interest will be charged on the resulting average daily net debit balances for the Interest Period. If there is a debit in the cash account (type 1) and there is a margin account (type 2), interest will be calculated on the combined debit balance and charged to the margin account. Any credit balance in the short account is disregarded because such credit collateralizes the stock borrowed for delivery against the short sale. Such credit is disregarded even if you should be long the same position in your margin account (i.e., short against the box). If the security that you sold short (or sold against the box) appreciates in market price over the selling price, interest will be charged on the appreciation in value. Correspondingly, if the security that you sold short depreciates in market price, the interest charged will be reduced since your average debit balance will decline. This practice is known as "marking-to-market". The daily closing price is used to determine any appreciation or depreciation of the security sold short. If your account is short shares of stock on the record date of a dividend or other distribution, however such short position occurs, your account will be charged the amount of dividend or other distribution on the following Business Day.

#### 10. GENERAL MARGIN POLICIES

The amount of credit that may be extended by LPL and the terms of such extension are governed by rules of the Federal Reserve Board and the Financial Industry Regulatory Authority. Within the guidelines of these rules and subject to adjustment required by changes in such rules and our business judgment, LPL establishes certain policies with respect to margin accounts. If the market value of securities in a margin account declines, LPL may require the deposit of additional collateral. Margin account equity is the current market value of securities and cash deposited as security less the amount owed LPL for credit extended at its discretion. It is LPL's general policy to require margin account holders to maintain equity in its margin accounts of the greater of 30% of the current market value or \$3.00 per share for common stock purchased on margin. LPL applies other standards for other types of securities. For example, securities may be ineligible for margin credit from time to time. For information with respect to general margin maintenance policy as to municipal bonds, corporate bonds, listed United States Treasury notes and bonds, mutual funds, and other securities, as well as information about the eligibility of particular securities for margin credit, please contact your Advisor. Notwithstanding the above general policies, LPL reserves the right, at its discretion, to require the deposit of additional collateral and to set required margin at a higher or lower amount with respect to particular accounts or



## **ACCOUNT PACKET**

### **SWM/SWM II - ACCOUNT AGREEMENT**

classes of accounts as it deems necessary. In making these determinations, LPL may take into account various factors including the size of the account, liquidity of a position, unusual concentrations of securities in an account, or a decline in credit worthiness. If you fail to meet a margin call in a timely manner, some or all of your positions may be liquidated.

#### **11. CREDIT INVESTIGATION**

LPL may exchange credit information about you with others. LPL may request a credit report on you and upon request LPL will state the name and address of the consumer reporting agency that furnished it. If LPL extends, updates or renews your credit, LPL may request a new credit report without telling you.

### **GENERAL TERMS**

#### **1. SCOPE AND TRANSFERABILITY**

This agreement shall cover individually and collectively all accounts you may open or reopen with LPL, and shall inure to the benefit of LPL's successors whether by merger, consolidation or otherwise, and assigns, and LPL may transfer your Account to its successors and assigns, and this agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned. In the event your account is serviced by an SEC Registered Investment Adviser: Pursuant to the Investment Adviser's Act of 1940, Section 205, investment advisory contracts may only be assigned by your Advisor with your consent. Your consent may be obtained through evidence of a signed writing (affirmative consent) or by providing you notice and a reasonable opportunity to reject the assignment, the expiration of which without objection constitutes acceptance (negative consent). You authorize LPL to accept representation(s) from your Advisor as to the status of any assignment of your investment advisory contract and acknowledge that this Agreement shall be amended as a result thereof to substitute the term "Advisor" for your current Advisor. You further authorize LPL to take any action with respect to, accept any instruction from and provide any information to any investment adviser who may become your Advisor as a result of an assignment of your investment advisory agreement.

#### **2. ACCOUNT REGISTRATION**

You have chosen your account registration based on your personal requirements. You certify that the titling of your Account is allowed under pertinent state laws. LPL has no obligation to verify the legality of any registration under the probate, estate, or transfer laws of the state where this Account is being opened or to determine which state laws are applicable.

#### **3. JOINT AND SEVERAL LIABILITY; JOINT ACCESS**

If more than one individual is establishing the Account with LPL, the obligations of all persons establishing such account under this agreement shall be joint and several. If this is a joint account, each of you signing this agreement (each a "joint owner") agrees that each joint owner shall have authority to (I) buy, sell (including short sales, if the Account is approved for short selling), and otherwise deal in, through LPL as a broker, securities and/or other property on margin or otherwise, (II) to receive confirmations, statements and communications of every kind related to the Account, (III) to receive and dispose of money, securities and/or other property in the Account, (IV) to make, terminate, or modify this agreement and any other written agreement relating to the Account or waive any of the provisions of such agreements, (V) to give instructions or grant or revoke authorizations related to the Account, and (VI) generally to deal with LPL as if each of you alone was the sole owner of the Account, all without notice to the other joint owner(s). Each of you agrees that notice to any joint owner shall be deemed to be notice to all joint owners. LPL may follow the instructions of any of the joint owners concerning the Account and make delivery to any of the joint owners of any and all securities and/or other property in the Account, and make payments to any of the joint owners, of any or all moneys in the Account as any of the joint owners may order and direct, even if such deliveries and/or payments shall be made to one of the joint owners personally. LPL shall be under no obligation to inquire into the purpose of any such demand for such deliveries and/or payments.

In the event of the death of any of the joint owners, the surviving joint owner(s) shall immediately give LPL written notice thereof. The estate of any deceased joint owner shall be liable and each survivor will be liable, jointly and severally, to LPL for



## **ACCOUNT PACKET**

### **SWM/SWM II - ACCOUNT AGREEMENT**

any debt or loss in the Account resulting from the completion of transactions initiated prior to LPL's receipt of a written notice of such death or debt or loss incurred in the liquidation of the account or the adjustment of the interests of the joint owners.

LPL reserves the right to require written instructions from all account holders, at its discretion.

#### **4. SEPARABILITY**

If any provision or condition of this agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

#### **5. HEADINGS ARE DESCRIPTIVE**

The heading of each provision hereof is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

#### **6. RECORDING CONVERSATIONS**

You acknowledge, understand, and agree that for our mutual protection, LPL may electronically record any of our telephone conversations. You agree not to record any telephone conversation without express written authorization of LPL and the individual(s) engaged in the conversation.

#### **7. COMMUNICATIONS; DELIVERY OF ACCOUNT INFORMATION**

To the extent permitted by applicable law, communications (including without limitation this Agreement and any required disclosures) may be sent to you through mail, overnight express delivery, or electronically, at LPL's or your Advisor's discretion. Communications will be sent to the postal or electronic address, which includes a telephone number ("E-Address") shown on the Account Application, which is on file at LPL's office, or at such other postal or E-Address as you may hereafter provide to LPL in accordance with procedures LPL may establish from time to time. The E-Address may be an e-mail address, telephone number, other Internet address, fax number, or other electronic access address. Communications will be deemed delivered when sent, whether actually received or not, even if LPL has notice of non-delivery. Communications posted to an online location by LPL will be deemed to be delivered to, and received by, you at the time that LPL sends notice to you in accordance with this Agreement that the communication is posted online and available for review.

LPL may, at its option, send communications to you electronically either:

- to your E-Address, or
- by posting the information online and sending you a notice to your postal address or E-Address telling you that the information has been posted and providing instructions on how to view it.

Communications may include text (SMS) messages, which may be informational, transactional or commercial (marketing) in nature and which may be sent using an automatic telephone dialing system, from or on behalf of LPL or your Advisor. By completing the Account Application and providing a telephone number to LPL and/or your Advisor, You provide consent for LPL and/or your Advisor to send communications by text (SMS) message. You may stop the receipt of text (SMS) messages by contacting your Advisor.

You agree that you will notify LPL and your Advisor immediately in the event of a change to your postal address or E-Address. All notices to LPL or your Advisor must be provided in writing at LPL's or your Advisor's postal address, as applicable, and as such address may be updated by notice to the other parties from time to time. Any notice you send LPL or your Advisor will not be effective until actually received. You assume the risk of loss in the mail or otherwise in transit.



## ACCOUNT PACKET

### SWM/SWM II - ACCOUNT AGREEMENT

#### 8. ENTIRE AGREEMENT; AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein. This Agreement may be amended by LPL upon thirty (30) days notice to all parties. To access the most current version of this Agreement, please reference [lpl.com/disclosures.html](http://lpl.com/disclosures.html).

#### 9. REPORTS

Reports of the execution of orders and statements of your Account shall be conclusive if not objected to in writing at once. You are responsible for monitoring your Account, including making sure that all transactions are accurate and that you are receiving confirmations, account statements and any other expected communications. You are responsible for reviewing these documents to make sure that they are accurate. You understand that LPL does not monitor your Account and has no obligation to notify you of any issue relating to your Account.

#### 10. RIGHT TO ADVOCATE AND REFUSAL TO ACCEPT ORDERS

LPL shall have the right at its sole discretion to advocate administratively or judicially on your behalf where LPL suspects exploitation of any kind, dementia and/or undue influence.

Further, LPL shall have at its sole discretion the authority to pause or refuse to obey any instructions or orders for, including but not limited to, transactions, disbursements, or account transfers. For UTMA or UGMA accounts in which the beneficiary reaches the age of majority, LPL reserves the right to refuse orders or instructions and to terminate or deactivate the account.

In addition, LPL shall not be liable for refusing to obey any transaction orders given by you with respect to an account(s) which has or have been the subject of attachment or sequestration in any legal proceeding against you, and LPL shall be under no obligation to contest the validity of any such attachment or sequestration.

#### 11. TRUSTED CONTACT PERSON DISCLOSURE

You understand by providing a trusted contact person, you give permission to LPL, Advisor, and their associated persons, to use their discretion to contact the trusted contact person and disclose information about you and your account in order to:

- address concerns that you might be a victim of financial exploitation which could include fraud, coercion, or unauthorized transactions,
- address a temporary hold on a disbursement of funds or securities pertaining to possible financial exploitation or other concerns,
- confirm your current contact information,
- confirm and address your whereabouts and health status, and/or
- confirm the identity of any legal guardian, executor, trustee, holder of a power or attorney, or other person who may be acting on your behalf (such as an attorney or accountant).

#### 12. COMPLAINTS

Kindly direct any complaints regarding the handling of your Account to your Advisor and to LPL's Legal Department at:

1055 LPL Way  
Fort Mill, SC 29715  
or (800) 775-4575 extension 4497

LPL will respond to you as promptly as possible.

#### 13. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING THIS ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. You are required to





## ACCOUNT PACKET

### SWM/SWM II - ACCOUNT AGREEMENT

provide the following information, among other items, on new account forms: name, address, date of birth and other information that will allow LPL to confirm your identity. In addition, your Advisor may also ask to see a valid driver's license or other identifying documents.

#### 14. LIMITATION OF LIABILITY

To the fullest extent permitted under applicable law, neither LPL nor its officers, directors, employees, or affiliates shall be liable for any loss incurred with respect to the account, except where such loss directly results from such party's negligence or misconduct.

You acknowledge that neither LPL, Advisor nor their employees are agents of each other or of any of their affiliates, and that no party shall be liable for any act or omission of another party or their agents or employees. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which you may have under federal or state securities laws (or ERISA, where applicable).

#### 15. APPLICATION FORM

You understand that the Account Application is part of this agreement and that by signing on the last page of the application, you are agreeing to all of the terms and conditions in this agreement. You agree to promptly notify LPL in the event that your country of residence or citizenship status changes, and you acknowledge and agree that such notification may result in termination of your account by LPL if LPL does not service accounts in the new jurisdiction. In addition, if you are a sponsor or other responsible fiduciary of a retirement plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), you are acknowledging receipt of the ERISA 408(b)(2) disclosures contained at the end of this Agreement. You must complete in full the application and you acknowledge the accuracy of its contents.

#### 16. REQUIRED ARBITRATION AGREEMENT DISCLOSURES

This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- (A) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- (B) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (C) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (D) The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first hearing date.
- (E) The Panel of Arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- (F) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is in-eligible for arbitration may be brought in court.
- (G) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

#### 17. ARBITRATION AGREEMENT

In consideration of opening one or more accounts for you, you agree that any controversy or claim arising between you and LPL, parents, subsidiaries, affiliates, officers, directors, employees, agents, and Third-Party Service Providers (whether or not a



## ACCOUNT PACKET

### SWM/SWM II - ACCOUNT AGREEMENT

signatory to this agreement or Arbitration Agreement, and whether or not a FINRA Member or Associated Person), arising out of or relating, in whole or in part, to your account, transactions with or for you, this agreement or any other agreement you have entered into with LPL, or the construction, performance, or breach of this agreement or any other agreement you have entered into with LPL, whether entered into prior, on or subsequent to the date hereof, shall be settled by arbitration to be filed at and to be conducted in accordance with the rules, then in effect of the Financial Industry Regulatory Authority (FINRA). If the controversy or claim is not arbitrable before FINRA, then arbitration will be conducted by, and in accordance with the rules and procedures of Judicial Arbitration and Mediation Services, Inc. (JAMS). If arbitration before JAMS is unavailable or impossible for any reason, then you agree to arbitrate in another forum to which the parties otherwise agree. This agreement does not prohibit or restrict you from requesting arbitration of a dispute in the FINRA arbitration forum as specified in FINRA rules. Notwithstanding any provision of JAMS Rules (or other applicable arbitration forum rules), any such arbitration shall occur on an individual basis only, and not on a class or collective basis, and you waive the right to initiate, participate in, or recover through, any class or collective action in any claims that are not arbitrable before FINRA. To the extent any claim on a class or collective or representative basis is nonarbitrable under the law, then such claims shall be filed and adjudicated in a court of competent jurisdiction, and not in arbitration. A court of competent jurisdiction (and not an arbitrator) shall resolve any dispute about the formation, validity, or enforceability of any provision of this Agreement. Any arbitration award hereunder shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. Nothing in this this Agreement requires arbitration of any claim that under the law cannot be made subject to a pre-dispute agreement to arbitrate claims, including any dispute or controversy nonarbitrable under federal law.

This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, heirs, successors, assigns, and any other persons having or claiming to have a legal or beneficial interest in any account you maintain at LPL, including court-appointed trustees and receivers. This arbitration agreement will also inure to the benefit of third-party service providers that assist or enable LPL to provide services hereunder including investment and investment product manufacturers and insurance and annuity carriers ("Third-Party Service Providers"), and such Third-Party Service Providers are deemed to be third-party beneficiaries of this arbitration agreement.



## ACCOUNT PACKET

### SWM/SWM II ERISA 408(B)(2) DISCLOSURE INFORMATION – APPLICABLE FOR ERISA RETIREMENT PLANS

This information is being provided to you as the sponsor or other responsible fiduciary of a retirement plan ("Plan") subject to the Employee Retirement Income Security Act of 1974 ("ERISA") that maintains an investment account at LPL.

For more information regarding the services that LPL may make available to the Plan pursuant to this Agreement and related compensation, please refer to LPL's website ([www.lpl.com](http://www.lpl.com)) and any related disclosures, documents or other agreements you receive in connection with the Plan's investments. Please review this disclosure document in conjunction with such other related disclosures, documents or other agreements.

If you have any questions concerning this disclosure document or the information provided to you concerning our services and compensation or require copies of any documents referenced herein, please ask your Advisor or LPL Client Services at (800)-558-7567.

#### I. SERVICES OF LPL

LPL acts as the broker-dealer of record on the account and also provides custody of the assets in the Plan's account. LPL is responsible for providing the periodic statements for the Plan's account. LPL is a broker-dealer registered with the Securities and Exchange Commission. LPL is a member of the Financial Industry Regulatory Authority, Inc. ("FINRA") and the Securities Investors Protection Corporation ("SIPC").

LPL does not provide investment advice to the Plan and is not acting as an investment advisor registered under the Investment Advisers Act of 1940 or under state investment advisor laws. LPL does not provide services as a "fiduciary" under section 3(21) of ERISA, section 4975 of the Internal Revenue Code or other applicable law.

If LPL or your Advisor provides investment advisory or other services to the Plan pursuant to a different program or agreement, please refer to the applicable account agreement and/or disclosure documents in connection with those services.

#### II. COMPENSATION RECEIVED BY LPL

The compensation LPL receives for brokerage services to the Plan varies depending on the securities or investment products selected by the Plan. For certain of our services, we are paid by third parties rather than or in addition to being paid directly from the Plan's investment. Below is information about the compensation that LPL may receive in connection with its provision of brokerage services to the Plan and certain conflicts of interest that may be raised in connection with this compensation.

##### 1. DIRECT COMPENSATION

- (a) Direct Fees and Charges. LPL applies miscellaneous fees and charges that are set out in the Miscellaneous Fee Schedule that is provided to you when the account is opened. These fees include transaction charges, confirmation processing fees, and retirement account fees. The amount of a transaction charge varies depending on the type of security being purchased or sold, and are subject to change. Transaction charges appear on the trade confirmation provided to the client for each transaction. Qualified retirement plan and 403(b)(7) plan accounts are charged an annual maintenance fee of \$50 per year per account for the tax reporting, administration and processing services provided to the Plan account by LPL. There is also a \$50 fee for loans processed for qualified retirement plan and 403(b)(7) plan accounts. If the Plan terminates its account at LPL, there will be a termination fee that applies of \$125, as outlined in the Miscellaneous Fee Schedule. These fees are direct fees charged to the Plan's account. The current Miscellaneous Fee Schedule can be found at [www.lpl.com](http://www.lpl.com). If you do not have access to the website, please contact your Advisor or LPL Client Services at (800) 558-7567. A copy of the Miscellaneous Fee Schedule will be provided to you upon your written request.
- (b) Mark-up/Mark-down. When LPL buys from you or sells to you a security in a principal capacity, LPL receives a mark-up or mark-down on the transaction. This means, for example, if we sell the Plan a security at a price higher than what we paid, we will earn a mark-up. Conversely, if we buy a security from the Plan at a price lower than what we sell it for, LPL will receive a mark-down. Mark-up/down charges typically apply to transactions in bonds or other fixed-income securities. Details about a mark-up/down for a particular transaction will be furnished upon request. The maximum mark-up/down on a transaction with a customer that LPL receives when acting in a principal capacity is 0.5% of the value of the security as long as the value is greater than \$1000. If



## ACCOUNT PACKET

### SWM/SWM II ERISA 408(B)(2) DISCLOSURE INFORMATION – APPLICABLE FOR ERISA RETIREMENT PLANS

the value of the security is less than \$1000, the mark-up/down may exceed 0.5% but will not exceed \$100. In many cases, this maximum 0.5% does not apply, and the actual mark-up/down percentage is lower based on factors such as quantity, price, type of security, maturity, etc. We expect the maximum LPL will earn as a mark-up or mark-down on a transaction in a SWM account is 0.375%. Details about a mark-up/down for a particular transaction will be furnished upon request.

## 2. INDIRECT COMPENSATION

Indirect compensation is compensation paid by third parties rather than or in addition to being paid directly by the Plan. For example, a mutual fund underwriter, variable annuity issuer or distributor, or other product sponsor may pay LPL an ongoing amount that is based on the value of the Plan's investment in the product. Indirect compensation may be charged by the product sponsor against the Plan's investment or reflect the net value of the Plan's investment in a product. You should refer to the product's prospectus for more specific information. Compensation may be paid as follows:

- (a) Distribution and/or Servicing Fees, 12b-1 Fees and Trail Payments. LPL receives certain ongoing payments called distribution and/or service fees, 12b-1 fees or trails. They are paid for LPL's distribution-related services and/or shareholder servicing, and are made pursuant to LPL's agreement with the product sponsor. You should refer to the prospectus or other offering documents for the security or contract, for more detailed information about the amount of commissions and trail or 12b-1 compensation that LPL receives with respect to the Plan's investment.
  - (i) Mutual Funds. For mutual funds, the ongoing payment depends on the class of shares but is typically between 0.25% and 1% of assets annually.
  - (ii) Annuities. For annuities, LPL receives a trail commission from the annuity issuer pursuant to one or more schedules for the promotion and sale of a policy. The amount and timing of commissions may vary depending on the agreement between LPL and the issuer, and the type of share purchased, but the maximum trailing commission for variable annuities is typically 1.5% and the maximum trailing commission for fixed annuities is typically 1.0% on an annual basis.
  - (iii) Alternative Investments. For alternative investment products, such as private funds, trail payments may be as high as 1.25% on an annual basis. Trail payments for managed futures funds can be as high as 2% annually.
- (b) Mutual Fund Finder's Fees and Concessions. LPL receives compensation from a mutual fund distributor or other fund affiliate in connection with transactions for which sales charges are waived or under other circumstances as described in a fund's offering documents. This compensation is generally referred to as a finder's fee or concession and typically ranges between 0.25% and 1% of the transaction amount.
- (c) Closed-end Funds Concessions. For new issues of closed-end funds, LPL may be paid a dealer concession from the issuer or underwriter for assistance in the distribution of the fund. The dealer concession is typically 3.5% to 4% of the purchase amount.
- (d) Unit Investment Trust Concessions. LPL receives a dealer concession from a unit investment trust ("UIT") sponsor in connection with the Plan's investment in a UIT, up to 2.60% LPL also receives additional payments from UIT sponsors, also known as volume concessions, based on LPL's aggregate sales volume with the sponsor.
- (e) Structured Product Concessions. In the case of new issues of structured products, LPL receives compensation, generally referred to as a concession or placement fee, up to 0.625% of the transaction amount.
- (f) Cash Sweep. LPL offers a service to sweep cash held within customer brokerage accounts into an interest-bearing FDIC insured cash account ("ICA"). Under its agreement with each bank in which LPL deposits customer cash, LPL receives a fee from the banks equal to a percentage of the average daily deposit balance in the ICA. The fee paid to LPL may be at an annual rate of up to an average of 4% as applied across all deposit accounts taken in the aggregate; therefore, on some accounts, fees to LPL may be higher or lower than this average percentage amount. The compensation LPL receives on ICA may be higher than the compensation available to LPL from an alternative sweep investment option. LPL receives compensation from each bank in which the Plan has an ICA, as shown in the Plan's monthly account statement. For additional information on the ICA, please see the ICA disclosure booklet, which can be found at [www.lpl.com](http://www.lpl.com).



## ACCOUNT PACKET

### SWM/SWM II ERISA 408(B)(2) DISCLOSURE INFORMATION – APPLICABLE FOR ERISA RETIREMENT PLANS

- (g) Money Market Cash Sweep. For accounts not eligible for the ICA, cash balances are automatically invested in a money market fund. The money market mutual fund automatic cash sweep program sweeps uninvested cash daily into money market funds offered by J.P. Morgan Asset Management and Federated Services Company. LPL may receive compensation of up to 0.16% of the assets invested in J.P. Morgan Asset Management money market funds and up to 0.35% of the assets invested in Federated Services Company money market funds. The sweep money market funds generally pay 12b-1 fees higher than other money market funds. The 12b-1 fees and the payer of such fees are set out in the prospectus of the money market fund provided to the Plan in connection with the investment.
- (h) Non-Sweep Money Market Mutual Funds. Clients are able to invest cash balances in a limited number of money market mutual funds other than as part of a sweep arrangement (such funds, "Non-Sweep Money Market Funds"). Depending on interest rates and other market factors, investment returns of money market mutual funds have been, and may continue in the future to be, lower than the aggregate fees and expenses charged by LPL in connection with the transaction. This may result in a client experiencing a negative overall investment return with respect to cash reserves invested in the Non-Sweep Money Market Funds. Clients should understand that in many cases the share class offered for a particular Non-Sweep Money Market Fund charges higher fees and expenses than other share classes that are offered by the same Non-Sweep Money Market Fund but are not available on LPL's platform. A share class is selected by LPL, in certain cases, because the Non-Sweep Money Market Fund pays to LPL a portion of the fees and expenses charged by the money market fund as compensation for the administrative, shareholder servicing, and recordkeeping services LPL provides with respect to LPL clients who invest in the share class. LPL receives compensation for the LPL client assets invested in the Non-Sweep Money Market Funds for recordkeeping, shareholder servicing and administrative services it provides for the funds and in connection with marketing support services LPL provides to the fund sponsors as described in this document. This compensation is retained by LPL and is not shared with LPL Financial Advisors.
- Unlike other types of mutual funds available on LPL's platform, LPL makes available Non-Sweep Money Market Funds from only a limited number of mutual fund sponsors. By making available a limited number of Non-Sweep Money Market Funds, LPL is able to negotiate greater compensation from the fund companies for services it provides to the funds. Because of the limited number of Non-Sweep Money Market Funds available on the platform and the fees paid by those funds, other money market mutual funds not available through LPL's brokerage platform are likely to have higher returns than the Non-Sweep Money Market Funds.
- (i) Float. As part of its brokerage services, LPL holds customer assets. Accordingly, LPL may receive compensation in the form of earnings on its investment of uninvested cash in Plan accounts. These earnings are generally known as "float." Cash in the account would typically result from contributions to the account or sales of securities in the account. LPL may also receive float on outstanding checks after they are issued by LPL to the Plan and before they are presented for payment. LPL retains float as additional compensation for its services.
- (j) Networking Fees. When LPL is the broker-dealer for the Plan on the books and records of a mutual fund or variable annuity, the fund or annuity or an affiliate of the fund or annuity may pay LPL a setup fee and a networking fee.
- (i) Setup Fee. LPL may charge variable annuity product sponsors a one-time networking setup fee of up to \$100,000 to reimburse LPL for associated technology-related costs.
- (ii) On-going Network Fee. LPL receives compensation that is based on the number of LPL customer positions held with the fund or annuity including the Plan's position with the fund or annuity (up to \$12 per position per year; up to \$6 per position per year for variable annuities) or based on the amount of customer assets in the fund or annuity (up to 0.15% on an annual basis).
- (k) Recordkeeping Fees. LPL performs omnibus recordkeeping and administrative services on behalf of mutual funds and receives compensation for the services. These services include establishing and maintaining sub-account records reflecting the purchase, exchange or redemption of shares by each LPL customer account. For a complete list of mutual funds for which LPL performs omnibus recordkeeping and administrative services, please visit the Third Party Compensation and



## ACCOUNT PACKET

### SWM/SWM II ERISA 408(B)(2) DISCLOSURE INFORMATION – APPLICABLE FOR ERISA RETIREMENT PLANS

Related Conflicts of Interest webpage at [www.lpl.com](http://www.lpl.com). If you do not have access to the website, please contact your Advisor or LPL Client Services at (800) 558-7567. A copy of the Third Party Compensation and Related Conflicts of Interest page will be provided to you upon your written request.

- (i) Setup Fee. When a new mutual fund family joins LPL's platform, it may be charged up to \$40,000 to add the fund to its recordkeeping platform, which is the sum of a \$15,000 due diligence fee and a setup fee of \$5,000 per fund (up to a maximum of \$25,000 total for all funds).
- (ii) On-going Recordkeeping Fee. The compensation LPL receives for these services may be paid based on customer assets in the fund (up to 0.25% on an annual basis) or number of positions held by customers in the fund (up to \$25 per position).
- (l) Optimum Funds. If the Plan purchases a fund in the Optimum Funds mutual fund family, you should be aware that LPL provides services to the Optimum funds and receives the following compensation for such services, in addition to recordkeeping fees. LPL provides investment consulting services to the investment advisor of the Optimum Funds pursuant to a consulting agreement between LPL and Delaware Investments including, but not limited to, assisting the advisor in determining whether to engage, maintain or terminate sub-advisers for the Optimum Funds. As compensation for these services, LPL receives an annual investment consulting fee of up to 0.22% of fund assets annually from Delaware Investments.
- (m) Revenue Sharing Payments. In addition to the compensation described above, LPL receives under LPL's sponsorship programs compensation (sometimes referred to as "revenue sharing") from the product providers and/or their affiliates of mutual funds, alternative investments, and variable annuities, some of which may be in connection with LPL's arrangement with the Plan. LPL enters into agreements with each of the product providers related to the sponsorship programs. The product providers and/or their affiliates that participate in these sponsorship programs are listed below (for an updated list, please visit the Third Party Compensation and Related Conflicts of Interest page on LPL's website ([www.lpl.com](http://www.lpl.com)) or contact LPL Client Services, (800)-558-7567.
  - (i) Mutual Fund and Variable Annuity Sponsors. LPL receives compensation from the distributors or other affiliates of mutual funds and variable annuities that are available to LPL customers. These payments are made in connection with programs that support LPL's marketing and sales force education and training efforts, such as our annual national sales and education conference and other conferences (referred to here as "Sponsorship Programs") and offset a portion of LPL's costs of such training and conferences. The payments made under the Sponsorship Programs are calculated based upon the assets of LPL customers that are invested at the participating investment provider, including any 529 college savings plan assets. In the case of mutual funds, LPL receives compensation of up to 0.15% on an annual basis of customer assets invested with a mutual fund family. For example, if the Plan held an investment worth \$10,000 dollars in a product of a participating investment provider for one year, LPL could receive a payment of up to \$15 from that provider. In the case of variable annuities, LPL receives compensation that is based on customer assets (up to 0.15% annually), based on sales of such products (up to 0.35% annually) or based on a formula that is a combination of a fixed fee, customer assets and/or product sales.

American Funds Distributors, Inc. LPL receives compensation of up to 0.035% on an annual basis of customer assets invested with American Funds as determined by American Funds Distributors, Inc. at its discretion. LPL is also eligible for a flat annual payment of up to \$5,000,000 from American Funds Distributors, Inc. as support for LPL's product marketing and the education and training efforts for LPL Financial Advisors in connection with the sale of American Funds products.

- (ii) Alternative Investment Providers. LPL receives compensation from alternative investment providers that are available to LPL customers. These payments are made in connection with programs that support LPL's marketing and sales force education. LPL receives a due diligence or marketing allowance fee on an annual basis of up to 0.60% of customer assets invested in managed futures funds, hedge funds and private equity and up to 1.50% of sales or customer assets invested in other alternative investments.





## ACCOUNT PACKET

### SWM/SWM II ERISA 408(B)(2) DISCLOSURE INFORMATION – APPLICABLE FOR ERISA RETIREMENT PLANS

#### 3. OTHER TYPES OF COMPENSATION

- (a) Miscellaneous and Non-Cash Compensation. In addition, although not in connection with any particular LPL customer, LPL and LPL employees may receive compensation from product sponsors. Compensation may include such items as gifts valued at less than \$100 annually, an occasional dinner or ticket to a sporting event, or reimbursement in connection with educational meetings, client workshops or events, or marketing or advertising initiatives for employees. Product sponsors also may pay for, or reimburse LPL for the costs associated with, education or training events that may be attended by LPL employees and representatives and for LPL-sponsored conferences and events.
- (b) Technology Funding. LPL also receives reimbursement from product sponsors for technology-related costs associated with investment proposal tools it makes available for use with customers. LPL makes available a list of product sponsors that provide these types of compensation on its website at [www.lpl.com](http://www.lpl.com).

#### 4. OTHER INFORMATION RELATED TO COMPENSATION

- (a) Investment-Related Information in Prospectus. If the Plan is an individual account plan that permits participants or beneficiaries to direct the investment(s) in their accounts, and if one or more designated investment alternatives are made available in connection with LPL's brokerage services, the following information for each investment alternative may be found in the current prospectus or other disclosure materials of the issuer of the designated investment alternative, copies of which have been provided to you: (i) a description of any compensation that will be charged directly against the amount invested in connection with the acquisition, sale, transfer of, or withdrawal from the investment contract, product, or entity (such as, sales loads, sales charges, deferred sales charges, redemption fees, surrender charges, exchange fees, account fees, and purchase fees); (ii) a description of the annual operating expenses (the annual expense ratio) if the return is not fixed; and (iii) description of any ongoing expenses in addition to annual operating expenses (such as, wrap fees, mortality and expense fees). LPL makes no representations as to the completeness or accuracy of such disclosure materials. You should refer to the prospectus or other disclosure materials for the particular designated investment alternative.
- (b) Compensation from Advisors. For certain Advisors, LPL receives compensation from the Advisor for the administrative services that LPL provides to Advisor, such as fee billing and performance reporting, which compensation can be tied to assets in Advisor's SWM accounts. The maximum fee that LPL currently receives from Advisors for such service is 0.40% of the Advisor's SWM assets.
- (c) Error Correction. In the event a trade error occurs in an account, and such error is determined to be caused by LPL, LPL will cancel the trade and remove the resulting monetary loss to a client from the account. If a trade correction is required as a result of a client (e.g., if a client does not make full payment for purchases or fails to deliver negotiable securities for liquidations before trade settlement), LPL will cancel the trade and any resulting monetary loss will be borne by the client. In the case of a trade that requires a correction as described above and that resulted in a monetary gain to the client, such gain may be removed from the account and may result in a financial benefit to LPL.
- (d) Termination of Services. If the brokerage services under this Agreement are terminated, LPL may continue to receive trail payments and sponsorship program compensation as described above from the investment provider or issuer until the Plan arranges a change to the broker-dealer shown on the Plan's account. As described above, if the Plan terminates its account at LPL, there will be a termination fee that applies of \$125, as outlined in the Miscellaneous Fee Schedule.

Please consult the Retirement Plans Disclosures page on LPL's website ([www.lpl.com](http://www.lpl.com)) for the most current ERISA 408(b)(2) disclosures. LPL posts any changes to its ERISA 408(b)(2) disclosures on its website from time to time. LPL may not notify you when these changes are made and it is your responsibility to consult the website to learn about any changes that have been made to these disclosures. If you are unable to access the website or require paper copies of any documents referenced herein, please contact LPL Client Services at (800) 558-7567.



# Miscellaneous Account and Service Fees Schedule

## RIA

The listed fees below do not include commissions, markups, commission equivalents or advisory fees. These fees apply to the following LPL Financial accounts available to clients of investment advisor firms: SWM, SWM II, Optimum Market Portfolios (OMP), Model Wealth Portfolios (MWP), Personal Wealth Portfolios (PWP), Manager Access Select, and Manager Access Network. Some of these fees may not apply to all of these account types. Some of these fees may be waived under certain conditions.<sup>1</sup>

ACCOUNT OR SERVICE	FEE	FREQUENCY
<b>ACCOUNT MAINTENANCE</b>		
Corporate Actions — Mandatory (if securities are in physical form)	\$15	Per security
Corporate Actions — Voluntary or Mandatory with Options (if election is made)	\$25	Per security
Express Mail/Overnight Delivery	\$15	Per shipment unless otherwise noted
Extension for Money or Securities Received Past Settlement	\$15	Per event
Interest Charged for Money or Securities Received Past Settlement 'Cash Due Interest Rate.'	10.25%	Begins accruing 3 days after trade settlement
Only charged if accrued interest exceeds \$25 for the period.		
Legal Transfer — for processing of certificate requiring legal documentation (e.g., power of attorney, court appointment, death certificate, corporate resolution, etc.)	\$20	Per security
Outgoing Account Transfer — for processing full account transfer of all assets and positions to another financial institution (excludes retirement accounts)	\$125	Per account
Outgoing Account Transfer Check — for processing outgoing account transfer of physical checks	\$15	Per check over \$1,000
Return/Rejected Item/Non-Sufficient Funds (NSF)	\$20	Per item
<b>Retirement Account Fees:</b>		
Annual IRA Maintenance — for custodial and tax reporting services provided to maintain an individual retirement account (IRA) <sup>2</sup>	\$40	Per year/per account
Annual QRP and 403(b)(7) Maintenance — for custodial and tax reporting services provided to maintain qualified retirement plan (QRP) or 403(b)(7) account <sup>2</sup>	\$50	Per year/per account
IRA/QRP and 403(b)(7) Termination	\$125	Per account
QRP and 403(b)(7) Loan Processing	\$50	Per loan
Roth IRA Conversion	\$25	Per conversion
990-T Filing	\$100	Per 900-T
1099-R for Omnibus/Pooled QRPs	\$50	Per 1099-R
<b>CASH MANAGEMENT SERVICES</b>		
Deposit Cash Account sweep fee <sup>3</sup>	\$1.75 (as of 7/1/2021, subject to change)	Monthly, per account
Stop Payment	\$10	Per check
Wired Funds	\$25	Per wire
<b>INVESTMENT SPECIFIC</b>		
<b>Alternative Investment (AI) Products<sup>4</sup>:</b>		
AI Product Processing	\$50	Per transaction
AI Administration	\$35	Per year/per position (\$100 max)
AI Unrelated Business Taxable Income (UBTI) Filing — for preparation and filing of tax forms for UBTI, if applicable	\$100	Per required filing
AI Custody Analysis Fee for Private Securities	\$250	Per custody review
<b>Foreign Securities:</b>		
Foreign Transaction Tax <sup>5</sup>	0.3%	Per purchase transaction
Transaction (not applicable to American Depository Receipts)	\$40	Per transaction or transfer
Transfer and Ship	\$250	Per transfer
<b>Physical Certificates / Transfer and Ship</b> — for issuance of physical certificate upon request (rate depends on transfer agent)	\$0 - \$25	Per certificate
<b>Restricted Securities</b> — Legend Removal	\$50	Per legal transfer
<b>Stock Option</b> — Exercise (Cashless)	Margin Interest Rate	Per transaction
<b>Transaction Charges<sup>6</sup>:</b>		
Equities (including Closed-end Funds) <sup>7</sup>	\$7	Per transaction
ETFs <sup>8</sup>	\$0, \$9	Per transaction
Fixed Income <sup>9</sup>	\$0	Per transaction
Mutual Funds <sup>10</sup>	\$0 - \$26.50	Per transaction
Options	\$25	Per transaction
Unit Investment Trusts	\$35	Per transaction

<sup>1</sup> See account agreements for more information. These fees generally are not based directly on the costs of the transaction or service by LPL, and may include a profit to LPL.

<sup>2</sup> This fee does not apply to OMP, MWP and PWP accounts.

<sup>3</sup> This fee only applies to IRAs that participate in the DCA Program. This monthly fee is based on a fee schedule tied to current Fed Funds Target Rate as detailed in the DCA Disclosure Booklet located on LPL.com. The current fee can be found at lpl.com. It is expected that this fee will be recouped from the DCA Program Banks and will not be a fee directly applied to your account. For more information, see the DCA Disclosure booklet.

<sup>4</sup> These fees apply to SWM/ SWM II accounts only.

<sup>5</sup> A Foreign Transaction Tax is charged by LPL on foreign equity security purchases where the underlying non-U.S. securities are from French or Italian issuers. This tax is levied by the French or Italian governments, and the charge offsets the tax incurred by LPL as a result of executing the transaction on your behalf.

<sup>6</sup> These fees apply to SWM accounts only.

<sup>7</sup> Effective January 20, 2024, transaction charges for equities (including closed-end funds) shall be lowered from \$9 to \$7 per transaction.

<sup>8</sup> The charge is \$0 for an ETF whose sponsor participates in LPL's ETF No Transaction Fee Network.

<sup>9</sup> Transactions are done on a principal basis. Although there is no transaction charge, there will be a mark-up or mark-down on each transaction, which will be included in the price and yield on the bond. This mark-up does not apply to Structured Product purchase transactions.

<sup>10</sup> The charge is \$0 for a Full Participating Fund (a fund that pays LPL a level of compensation, such as 12b-1 fees, for services LPL provides to the funds) and \$26.50 for a Non-Participating Fund. Although there is a \$0 transaction charge, Full Participating Funds tend to have a higher expense ratio. See the SWM Account Agreement for more information.

Make Checks Payable as Follows:

John Doe 123 Main St. Your Town, USA	001 Date: <u>12/1/16</u>
PAY TO THE ORDER OF: <u>LPL Financial</u>	\$ <u>600.00</u>
<u>six hundred dollar</u>	DOLLARS
Notes: <u>Account Number</u>	Signature: <u>John Doe</u>

### Security Endorsement Instructions:

For value received, (Leave Blank) hereby sells, assigns and transfers unto (Leave Blank) shares represented by the within certificate and do hereby irrevocably constitute and appoint (LPL Financial) as Attorney to transfer the said shares on the books of the within named Corporation with full power of substitution in the premises.

**Dated:** (Date Signed)

**Signed:** (Sign Exactly as Registered on the Front, With All Signatures)



Member FINRA/SIPC



Facts	What Does LPL Do with Your Personal Information?
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect can include:</p> <ul style="list-style-type: none"> <li>▪ Social Security number</li> <li>▪ Investment experience</li> <li>▪ Income</li> <li>▪ Account transactions</li> <li>▪ Assets</li> <li>▪ Retirement assets</li> </ul> <p>When you are <i>no longer</i> our customer, we will continue to hold your information and share it as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons why financial companies can share their customers' personal information, the reasons LPL chooses to share personal information and whether you can limit this sharing.

Reasons We Can Share Your Personal Information	Does LPL Share?	Can You Limit This Sharing?
For our everyday business purposes, such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For non-affiliates to market to you—for clients with accounts established with LPL representatives at banks or credit unions	Yes	Yes
<p>For non-affiliates to market to you—for clients with accounts established with LPL independent representatives</p> <p>· If your independent financial professional terminates his or her relationship with us and moves to another brokerage or investment advisory firm, we or your independent financial professional may disclose your personal information to the new firm, unless you instruct us not to by returning the completed Departing Financial Professional Privacy Choice form attached to this notice.</p>	Yes*	Yes

Questions?

Go to [www.lpl.com](http://www.lpl.com)

Who We Are	
Who is providing this notice?	<p>LPL Financial LLC and its affiliates (collectively, LPL). Our affiliates include the following:</p> <ul style="list-style-type: none"> <li>▪ Fortigent LLC</li> <li>▪ LPL Insurance Associates, Inc.</li> <li>▪ Fiduciary Trust Company of New Hampshire</li> <li>▪ PTC Holdings, Inc.</li> <li>▪ Allen &amp; Company of Florida, LLC, DBA Allen &amp; Company</li> <li>▪ The Private Trust Company, N.A</li> </ul>

What We Do	
How does LPL protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>Our online environment uses security technologies, including layered security and access controls over personal information. For further information, please visit the page <a href="#">How LPL Financial Secures Your Information</a>.</p>
How does LPL collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>▪ Open an account</li> <li>▪ Apply for insurance</li> <li>▪ Seek advice about your investments</li> <li>▪ Enter into an investment advisory account</li> <li>▪ Tell us about your investment or retirement portfolio</li> </ul> <p>We also collect your personal information from others such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>▪ Sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>▪ Affiliates from using your information to market to you</li> <li>▪ Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	<p>Your choices will apply to everyone on your account.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>▪ Our affiliates include companies with an LPL Financial name; financial companies such as The Private Trust Company, N.A; non-financial companies and others.</li> </ul>
Non-Affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>▪ Non-affiliates we may share information with include an independent representative's new brokerage or an investment advisory firm.</li> </ul>
Joint marketing	<p>A formal agreement between non-affiliates financial companies that together market financial products or services to you:</p> <ul style="list-style-type: none"> <li>▪ This may include banks, credit unions or other financial institutions with which we have a joint marketing agreement</li> </ul>

Other Important Information	
<p><b>Information for California, North Dakota, and Vermont Customers</b></p> <p>In response to applicable state law, if the mailing address provided for your account is in California, North Dakota, or Vermont, we will automatically treat your account as if you do not want us to disclose your personal information to non-affiliated third parties for purposes of them marketing to you, except as permitted by the applicable state law.</p>	

**Additional Information about Information Sharing and How to Opt-Out**
**For clients of LPL financial professionals also affiliated with a bank, credit union or other financial institution ("Institution")**

If your account was opened in our offices located at an Institution and that Institution decides to enter into a relationship with a new financial services provider, we may share your information with that new financial services provider so that your account can continue to be serviced.

We may also share your information with the Institution so that they may inform you about their products and services that may be of interest to you. You may exercise your right to opt-out or opt-in from this type of sharing by visiting <https://privacy.lpl.com> or by calling (855) 804-3041.

**For clients of independent investment advisor firms or independent financial professionals**

If your account is managed by an independent investment advisor firm, we may share your information with that investment advisor firm and your information is subject to the privacy notice of the investment advisor firm. As described below, if you work with a financial professional who is moving to another brokerage or investment advisory firm, we also may share your information with the professional's new firm. Please use the mail in form below if you wish to opt-out from this sharing.

**Mail-In Form for Departing Financial Professional Privacy Choice**

(To be used by clients of LPL *independent financial professionals* only—not clients of financial professionals associated with a bank or credit union)

If you would like to limit the personal information that your financial professional could disclose or take if he or she moved to another brokerage or investment advisory firm and terminated the relationship with LPL, please complete and mail the following form to:

LPL Financial  
 Attn: Privacy Office  
 1055 LPL Way  
 Fort Mill, SC 29715

If your primary address is in a state that requires your affirmative consent to share your personal information with the New Firm, then you must give your written consent, or opt in, before we will allow your financial professional to take your personal information to that New Firm. Please contact your financial professional or LPL to obtain the Privacy Choice Consent Form (F809) to opt in or withdraw your previous opt out.

Please be aware that LPL Financial entered into the Protocol for Broker Recruiting (Protocol) on September 4, 2008, with certain other brokerage firms, and if LPL remains a signatory to the Protocol as of the effective date of your financial professional's termination from LPL, then LPL will permit your financial professional to take your name, address, phone number, email address and the account title of the accounts serviced (or additional information as permitted if the Protocol is amended) while your financial professional was associated with LPL if your financial professional joins one of these Protocol firms. The retention of this limited information by your financial professional under the Protocol may occur even if you have exercised your rights to limit information sharing as described above.

By completing and returning this form as described, I am instructing LPL to limit the personal information about me that my financial professional could disclose or take if he or she moves to another brokerage or investment advisory firm and terminates the relationship with LPL. However, I understand that LPL may disclose my name, address, telephone number, email and the account title of the accounts serviced by my financial professional to the new brokerage or investment advisory firm as allowed under federal and certain state laws and the Protocol.

Please note that for accounts held jointly by two or more persons, the privacy choices made by any account holder apply to all joint holders with respect to the account. **In order for your Opt-Out election to be effective, you must complete ALL of the following information:**

Name (please print clearly)

Address

City

State/Zip

Phone Number

Name of LPL Financial Professional

Signature

Date